

21 April 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO LCDR (b) (6) USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) LCDR(Ret.) (b) (6) s Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. LCDR(Ret.) (b) (6) requests permission to retain employment with Global Aerospace Logistics, LLC (GAL). On 7 December 2014, employees of GAL received notice their employer would be acquired by a new entity, Emirates Defense Industries Company (EDIC). EDIC is owned by two companies which are owned by the government of the United Arab Emirates. This employment potentially meets the definition of FGE applicable under reference (a). Enclosure (1) provides amplifying information.

3. As this employment may involve the possible transfer of technology, LCDR (b) (6) must maintain a secondment arrangement with Knowledge International (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls in the U.S. State Department. KI provides on-site training in and enforcement of the laws and regulations that govern transfer of technology. Maintenance of this secondment arrangement is a condition of LCDR (b) (6) s employment with GAL. Pursuant to reference (c), I have shared this information with the Navy International Program Office, and it has not provided any objection to approving LCDR (b) (6) s request.

4. Using the criteria established by SECNAV in reference (b), it is considered that the civil employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

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GOVERNMENT ICO LCDR (b) (6) USN (RET.)

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFM 4/23

Disapproved: _____

15 DEC 2014

From: (b) (6), XXX-XX-(b) (6) LCDR(Ret)
(b) (6) 76049-0000
(M) +(b) (6) (UAE) / (b) (6) (US)
(E) (b) (6) @gmail.com
Retirement Date: 01 JUN 2014

To: CHIEF OF NAVAL PERSONNEL

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) Job Description ICO (b) (6)
(3) SF-312 ICO (b) (6)

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a Tactical Operations Expert.

2. I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014 I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). The duties I will perform will remain unchanged and will be in the capacity as the Naval Aviation Operations SME who interacts directly with the UAE Naval Aviation Group Operations Officers and the UAE Joint Aviation Command (JAC) in matters related to daily operations and training, as authorized through a US Department of State (DoS) approved secondment arrangement with Knowledge International, LLC (KI). I will receive compensation from GAL for the duties performed via monthly pay and allowances. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

3. I served 20 years on active duty in both the United States Army and United States Navy. The highest security clearance I held was a Top Secret/SCI.

Very Respectfully,

(b) (6)



Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6)

Mailing address: (b) (6)

Phone (b) (6) (UAE)

(b) (6) (US)

Email: (b) (6) @gmail.com

Military Retirement Date: 01 JUN 2014

Rank/Rate (at retirement): Lieutenant Commander (O-4)

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: Abu Dhabi, United Arab Emirates

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014 I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun, which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

2. What is your proposed job title?

My title and job duties at GAL will not change and is Operations Expert .

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13.

My job duties are as described in enclosure (2) – Job Description ICO (b) (6)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL for the duties performed via monthly pay and allowances which I cannot disclose due to a non-disclosure agreement I signed with GAL. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

Top Secret (SCI)

8. What is the highest level of classified material to which you have been granted access?

Top Secret (SCI)

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes. I have access to UAE SECRET and SECRET REL USA UAE information. The latter only as required in support of Joint/Coalition training and exercises. Otherwise, day to day duties require UAE Restricted (FOUO) and open-source UNCLAS information only.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. I was assigned as part of the U.S. Forces Central Command Crisis Response Element (CRE) from February – June 2012 as the Air Detachment Operations Officer involved in Theater Security Cooperation efforts.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I held operational and training assignments as an Anti-Submarine Warfare (ASW) and Anti-Surface Warfare (ASuW) pilot and Air Operations Officer.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No.

Through an agreement with the US Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #2871-12 (as amended). For any questions regarding this authorization, please contact (b) (6), Knowledge International, LLC via email: (b) (6)@knowledgeintl.com or phone: (b) (6).

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

11 Dec 2014

Date

JOB DESCRIPTION



JAC - MANPOWER

JOB TITLE : Tactical Operations Expert

JAC-FOR-001 (B)

Headquarters: (JAC) Naval Aviation Group(NAG)	Battalion/Dept: Operations
Section: Operations	Location: Al Bateen Executive Airport
<p>Advise the Naval Aviation Group Operations Director on planning, developing, conducting, evaluating, and improving the full spectrum of Naval Aviation Tactical Operations.</p>	
<p>1 - Bachelor or equivalent degree from a credited university/college. 2 - Regional Operational and Combat Experience preferred. 3 - Current driver's license, valid passport, able to pass security background check. 4 - Computer Literacy - Intermediate level experience of all MS Office products (Word, Excel) Inventory programs.</p>	
<p>1- Must have 10 -15 years experience as a Military Operations Officer, planning aviation missions in a tactical threat of operations. 2- Minimum 1,500 total flight hours in a rotary wing aircraft as a tactical operations officer, 4- Experience with mission planning and airspace de-confliction procedures. 5- Professional experience with Falcon View, ADMIS, and other tactical training tools. 6- Deployment & Implementing training plans and performs of instruction.</p>	
<p>1- Read, Write, Speak English , as well as understand the military aviation & operation terms. 2- Able to work independently & with the group for long periods of time. 3- Working with a multicultural workforce. 4- Ability to use the radio (communication equipments) in clear and concise manner. 5- Ability to provide effective & direct communications to ground staff while under pressure and/or duress.</p>	

- 1- Advise the operations director on tactical command and control of the complete battlespace with coordination and deconfliction with involved units.
- 2- Provide tactical expertise on effective communications with electronic systems during maritime operations (ASW, ASuW, EW, etc.).
- 3- Utilize practical knowledge to prepare and revise Naval Aviation Group operational tasks and training.
- 4- Determines adjustments, corrections, and alternatives to established Tactics, Techniques, and Procedures (TTPs) to be used by naval aviation departments.
- 5- Understand the battlespace: provides guidance and expertise in conducting effective tactical operations planning utilizing written and visual operations tools.
- 6- Serve as the subject matter expert on communications amongst subsystems supporting the maritime mission set.
- 7- Supervise the maintenance of flight operations manuals, flight planning publications, pilots library (both electronic and hard copies).
- 8 - Handling any other assigned task from his direct supervisor/manager.

Name: _____ Job Title: _____

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees assigned to this job.

JAC Civilian Manpower/HR (Validate):

Name: _____ Date: _____ Signature: _____

Battalion Commander Or Department Head (Approval):

Name: _____ Date: _____ Signature: _____

Unit Commander Or JAC Chief of Staff (Approval):

Name: _____ Date: _____ Signature: _____

Employee (Acceptance):

Name: (b) (6) _____ Date: 09SEP2014 Signature: (b) (6) _____

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6) AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 12/17/2014	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
----------------------	--------------------	--

RANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	DATE 12/17/2014	(b) (6)	DATE 12/17/2014
CW3 (b) (6)		CW3 (b) (6)	
Unit 6010		Unit 6010	
APC, AE 09825		APC, AE 09825	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have-not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)	DATE 12/17/2014
CW3 (b) (6)	SIGN (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and whether you are being advised that authority for soliciting your Social Security Number (SSN) is Public Law 92-263, which requires you to provide your SSN to the agency only when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

JUN 05 2015

UNCLASSIFIED

Captain (b) (6) [REDACTED]
Bureau of Naval Personnel
Office of Legal Counsel
Washington, DC 20370-50

Dear Captain (b) (6) [REDACTED]:

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by Lieutenant Commander (b) (6) [REDACTED] (USN, Retired; XXX-XX-(b) (6) [REDACTED]) to accept civil employment with Global Aerospace Logistics, LLC, when the proposed ownership changes to the Emirates Defense Industries Company (EDIC).

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b) (6) [REDACTED]

(b) (6) [REDACTED]

Deputy Director
Office of International Security Operations

UNCLASSIFIED

21 April 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO SOCS (b)(6), USN (RET)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) SOCS(Ret) (b)(6)'s Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. SOCS(Ret) (b)(6) requests permission to retain employment with Global Aerospace Logistics, LLC (GAL). On 7 December 2014, employees of GAL received notice their employer would be acquired by a new entity, Emirates Defense Industries Company (EDIC). EDIC is owned by two companies which are owned by the government of the United Arab Emirates. This employment potentially meets the definition of FGE applicable under reference (a). Enclosure (1) provides amplifying information.

3. As this employment may involve the possible transfer of technology, SOCS (b)(6) must maintain a secondment arrangement with Knowledge International (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls in the U.S. State Department. KI provides on-site training in and enforcement of the laws and regulations that govern transfer of technology. Maintenance of this secondment arrangement is a condition of SOCS (b)(6)'s employment with GAL. Pursuant to reference (c), I have shared this information with the Navy International Program Office, and it has not provided any objection to approving SOCS (b)(6)'s request.

4. Using the criteria established by SECNAV in reference (b), it is considered that the civil employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT SOCS (b) (6) [REDACTED], USN (RET)

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6) [REDACTED]

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFM 4/23

Disapproved: _____

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6) Mailing address: (b) (6)

Phone: (b) (6), (b) (6)

Email: (b) (6)@hotmail.com

Military Retirement Date : 31 December 2012

Rank/Rate: E-8

SSN (last four digits): XXX-XX (b) (6)

Location of proposed employment: UAE

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala, LLC and Tawazun, LLC which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC. In connection with my employment with GAL, and through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I am seconded to a U.S. Company, Knowledge International, LLC (KI) a limited liability company under the laws of Delaware headquartered at 300 N. Lee St. Suite 305, Alexandria, VA 22314 and with branch offices at Khalifa Commercial Center, Khalifa City A, Suite 205, Abu Dhabi, UAE. Accordingly, I have signed a Contract Employee Agreement (CEA) which states that in order to satisfy the requirements of DDTC, GAL has agreed to second US persons to KI, such that KI will exercise oversight and management, even though I will remain employed by GAL and subject to all terms and conditions of the employment agreement with GAL. Should you require more information about this arrangement, please contact (b) (6), Knowledge International, LLC (b) (6)@knowledgeintl.com (b) (6).

2. What is your proposed job title?

My title and job duties at GAL will not change and is Joint Terminal Attack Control (JTAC) Instructor

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13.

My job duties are to create, implement and execute training systems and deliver instruction for the UAE JTAC Program as authorized by the DoS. I report to GAL Aviation Directorate and facilitate activities between the GAL Aviation Director and the UAE Armed Forces on behalf of GAL.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL in the amount of \$(b) (6) USD for the duties performed. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

YES

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I held the Joint Terminal Attack Controller (JTAC) qualification and was a JTAC instructor at NSAWC, NAS Fallon, NV.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #1659-12 (as amended). For any questions regarding this authorization, please contact (b) (6), Knowledge International, LLC (b) (6) @knowledgeintl.com (b) (6).

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

31 May 15
Date

Date 12/15/14

From: (b) (6)
Address: (b) (6) / (b) (6) / (b) (6) @hotmail.com
SSN: XXX-XX-(b)
Military retirement date: 31 December 2012
Rank/Rate E-8 SOCS

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a Joint Terminal Attack Control (JTAC) instructor.

2. I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala, LLC and Tawazun, LLC which are owned by the UAE Government. My job duties will be to create, implement and execute training systems and deliver instruction for the UAE JTAC Program.

I will report to GAL Aviation Directorate and receive compensation from GAL for the duties performed. Through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #1659-12 (as amended). I will not have access to U.S. Classified information.

3. I served 27 ½ years active Naval service. Highest clearance held was TS/SCI.

Very Respectfully,

(b) (6)
(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE (b) (6)	DATE 12/17/2014	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED (b) (6) DATE 12/17/2014 CW3 (b) (6) Unit 6010 APO, AE 09825	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT. (b) (6) DATE 12/17/2014 CW3 (b) (6) Unit 6010 APO, AE 09825

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE (b) (6)	DATE 12/17/2014
NAME OF CW3 (b) (6)	(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies disclose, whether the disclosure is mandatory or voluntary, by what authority such information is disclosed, and whether the disclosure is mandatory or voluntary. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

Aug 2 2014

UNCLASSIFIED

Captain (b) (6)
Bureau of Naval Personnel
Office of Legal Counsel
Washington, DC 20370-50

Dear Captain (b) (6):

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by Special Operations Command (b) (6) (USN, Retired; XXX-XX-(b) (6)) to accept civil employment with Global Aerospace Logistics, LLC, when the proposed ownership changes to the Emirates Defense Industries Company (EDIC).

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b) (6)

(b) (6)
Deputy Director
Office of International Security Operations

UNCLASSIFIED

21 April 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CDR (b) (6), USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CDR (Ret.) (b) (6)'s Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. CDR (Ret.) (b) (6) requests permission to retain employment with Global Aerospace Logistics, LLC (GAL). On 7 December 2014, employees of GAL received notice their employer would be acquired by a new entity, Emirates Defense Industries Company (EDIC). EDIC is owned by two companies which are owned by the government of the United Arab Emirates. This employment potentially meets the definition of FGE applicable under reference (a). Enclosure (1) provides amplifying information.

3. As this employment may involve the possible transfer of technology, CDR (b) (6) must maintain a secondment arrangement with Knowledge International (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls in the U.S. State Department. KI provides on-site training in and enforcement of the laws and regulations that govern transfer of technology. Maintenance of this secondment arrangement is a condition of CDR (b) (6)'s employment with GAL. Pursuant to reference (c), I have shared this information with the Navy International Program Office, and it has not provided any objection to approving CDR (b) (6)'s request.

4. Using the criteria established by SECNAV in reference (b), it is considered that the civil employment involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CDR (b) (6), USN (RET.)

United States, jeopardize United States security, or violate any
laws of the United States.

5. I recommend that the subject request be approved. Please
indicate your approval or disapproval below. Upon your
approval, I will take the necessary steps to obtain the
concurrence of the Secretary of State.

Very respectfully,

(b) (6)

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WFM 4/23/15

Disapproved: _____

16 Dec 2014

(b) (6)

(b) (6)

Phone: (b) (6) Email: (b) (6)@netscape.net

(b) (6) SSN

Military Retirement Date: 1 Oct 2013

Rank at Retirement: CDR

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to continue employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a *Training Expert*.
2. I currently work as a Training Expert for GAL here in the UAE. See Job Description in attached questionnaire. GAL previously received State Department authorization via Knowledge International LLC (KI) for this work. To the best of my knowledge, I will continue to be paid as an employee of GAL although the ownership of GAL will fall under EDIC.
3. I had 20 years of active Naval Service and held a TS/SCI security clearance.

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different):

(b) (6)

(b) (6)

MAILING ADDRESS:

(b) (6)

(b) (6)

(b) (6)

Phone: (b) (6)

Email: (b) (6)@netscape.net

Military Retirement Date (if applicable): 1 Oct 2014

Rank/Rate (at retirement): CDR

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: Abu Dhabi

1. Who is your proposed employer and how are they connected to a foreign government?

I currently work for Global Aerospace Logistics, LLC in Abu Dhabi. Emirates Defense Industries Company (EDIC), a UAE government entity, will become the owner of this private company in the near future. Since GAL will become government owned and I am a retired military officer, I understand I will need approval from the Secretary of the Navy and the Secretary of State as per US Constitution (Article 1, section 9, clause 8).

2. What is your proposed job title?

Training Expert

3. What will your job duties involve? If a job description is available, please attach.

ADVISE THE JAC DIRECTOR OF TRAINING ON PLANNING, DEVELOPING, CONDUCTING, EVALUATING AND IMPROVING TRAINING PROCESSES. WILL

ADVISE THE JAC DIRECTOR OF TRAINING AND ASSIST HIM WITH THE DEVELOPMENT AND PREPARATION OF TRAINING PLANS. WILL ADVISE AND ASSIST THE JAC DIRECTOR OF TRAINING IN DEVELOPING AND IMPLEMENTING TRAINING DOCTRINE. WILL ADVISE AND ASSIST THE JAC DIRECTOR OF TRAINING WITH ASSESSING TRAINING READINESS AND CAPABILITIES IN ORDER TO MEET CURRENT AND FUTURE TRAINING END-STATES. WILL ASSIST IN IDENTIFYING TRAINING SHORTCOMINGS AND IN DEVELOPING A STRATEGY FOR MITIGATING TRAINING DEFICIENCIES. WILL MENTOR AND DEVELOP MILITARY OFFICERS AND NON-COMMISSIONED OFFICERS, AND WILL PERFORM OTHER TASKS AS DIRECTED BY THE JAC DIRECTOR OF TRAINING.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL for the duties performed via monthly pay and allowances which I cannot disclose due to a non-disclosure agreement I signed with GAL. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes. I have access to UAE SECRET and SECRET REL USA UAE information. The latter only as required in support of Joint/Coalition training and exercises. Otherwise, day to day duties require UAE Restricted (FOUO) and open-source UNCLAS information only.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. Previously US Naval Attaché 2008-2011

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

See 11. As the previous Naval Attaché here in the UAE, I learned to speak Arabic and established friendships with former US military members working with the UAE military (in GAL).

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No. I have not had access to technical data related to the design, development, production, manufacture of defense articles.

Through an agreement with the US Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #2871-12 (as amended). For any questions regarding this authorization, please contact (b) (6) Knowledge International, LLC via email: (b) (6) @knowledgeintl.com or phone: (b) (6).

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

28 Dec 2014

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 1952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

(b) (6)			APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.	
		DATE	SOCIAL SECURITY NUMBER (See Notice below)	
		12/17/2014	(b) (6)	

ORGANIZATION (IF CONTRACTOR LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	DATE 12/17/2014	(b) (6)	DATE 12/17/2014
CW3 (b) (6) Unit 6010 APO, AE 09825		CW3 (b) (6) Unit 6010 APO, AE 09825	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

SIGN (b) (6)	DATE 12/17/2014
--------------	--------------------

NAME OF WITNESS (Type or print)

CW3 (b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform you of the fact that the disclosure of your Social Security Number (SSN) is mandatory or voluntary, by what authority such information is disclosed, and whether or not the disclosure is mandatory or voluntary. If you are not voluntarily disclosing your SSN, you are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 96-359, 110 Stat. 2813, which requires you to precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

JUN 08 2015

UNCLASSIFIED

Captain (b) (6)
Bureau of Naval Personnel
Office of Legal Counsel
Washington, DC 20370-50

Dear Captain (b) (6):

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by Commander (b) (6) (USN, Retired; XXX-XX-(b) (6)) to accept civil employment with Global Aerospace Logistics, LLC, when the proposed ownership changes to the Emirates Defense Industries Company (EDIC).

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b) (6)

(b) (6)
Deputy Director
Office of International Security Operations

UNCLASSIFIED



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
July 13, 2015

Colonel (b) (6)
Director, International Security Operations
Bureau of Political-Military Affairs
Department of State
Washington, DC 20520

(b) (6)
Bureau of Political-Military Affairs
Office of International Security Operations
Department of State
2201 C Street, NW
Washington, DC 20520

Colonel (b) (6) and Ms. (b) (6)

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed employment of CAPT (b) (6), U.S. Navy (Retired). The requested employment is with Intertech Advanced Technologies, LLC, a privately held U.S. entity, but involves advisement to the Hellenic Ministry of National Defense on potential procurement of military hardware. CAPT (b) (6) will advise on a new proposal to engage US military manufacturers and determine their willingness to pursue appropriately sanctioned foreign military sales.

CAPT (b) (6)'s request is forwarded for consideration by the Secretary of State. Please notify me of your decision so that I may advise him. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

CAPT, JAGC, USN
Legal Counsel

Enclosure: 1. Employment Request Package,
CAPT (b) (6), USN, (Ret.)

7 July 2015

MEMORANDUM FOR CNP

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN GOVERNMENT ICO CAPT (b) (6), USN (RET.)

Ref: (a) 37 U.S.C. 908
(b) SECNAV ltr of 15 May 1981
(c) Navy IPO ltr 5510 Ser 33/4U000883 of 10 Jun 94

Encl: (1) CAPT (b) (6) Request for Foreign Employment and Questionnaire with attachments

1. Admiral, reference (a) requires reservists and retired military personnel seeking foreign government employment (FGE) to receive prior permission from the Secretary of the Navy (SECNAV) and the Secretary of State. Reference (b) delegates approval authority from SECNAV to you. Reference (c) requires Navy International Programs Office (IPO) review if the FGE may involve transfer of foreign technology.

2. The requested employment for CAPT (b) (6) is with Intertech Advanced Technologies, LLC, a privately held U.S. entity, but involves advisement to the Hellenic Ministry of National Defense, the civilian cabinet organization responsible for managing the Military of Greece, on potential procurement of military hardware. CAPT (b) (6) will advise on a new proposal to engage US military manufacturers and determine their willingness to pursue appropriately sanctioned foreign military sales. No discussion or transaction regarding US defense or other sensitive material is involved. Enclosure (1) provides amplifying information. Application for approval of FGE pursuant to reference (a) is prudent in this case.

3. CAPT (b) (6)'s proposed employment does not involve the transfer for technology.

4. Using the criteria established by SECNAV in reference (b), it is considered that the consulting agreement involved will not adversely affect the foreign relations of the United States, enable a foreign government to exert undue influence upon the United States, jeopardize United States security, or violate any laws of the United States.

SUBJ: REQUEST FOR APPROVAL OF CIVIL EMPLOYMENT WITH A FOREIGN
GOVERNMENT ICO CAPT (b) (6) USN (RET.)

5. I recommend that the subject request be approved. Please indicate your approval or disapproval below. Upon your approval, I will take the necessary steps to obtain the concurrence of the Secretary of State.

Very respectfully,

(b) (6)

CAPT, JAGC, USN

Chief of Naval Personnel Decision:

Approved: WJL 7/12/15

Disapproved: _____

June 16, 2015

From: Captain (b) (6) [REDACTED] U.S.N. (ret.)

To: Chief of Naval Personnel
c/o LNC (b) (6) [REDACTED] USN, LCPO
Office of Legal Counsel for the Chief of Naval Personnel (N00L)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204

Subj: Request for Foreign Government Employment Approval

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, This letter requests permission to accept employment as a consultant with Intertech Advanced Technologies LLC. While Intertech is a privately held U.S. company, the work would involve meetings, discussions and advising the Hellenic Ministry of National Defense on potential procurement of Foreign Military Sales and Direct Commercial Sales of military hardware to Greece.

2. I retired as a U.S. Navy 1110 Captain in July 2000. I am presently employed as a consultant in Washington, D.C. and provide business development services to domestic and foreign companies.

3. Recently, I was approached to provide consulting services for Intertech Advanced Technologies LLC (a recently established Delaware company) to advise the Hellenic Ministry of National Defense (Greek Defense Minister).

4. Because of my ethics responsibilities as a retired Naval officer, I am requesting approval to serve as a consultant to Intertech Advanced Technologies LLC. The company has submitted a proposal to the Greek Minister of Defense to assist the Ministry to identify and develop plans to engage U.S. military hardware manufacturers to determine their willingness to pursue appropriately sanctioned Foreign Military Sales.

(b) (6)

American Defense International, Inc.
Suite 630 West Tower
1100 New York Avenue, NW
Washington, D.C. 20005

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: 1100 New York Avenue=, NW Suite 630 West Tower, Washington, D.C. 20005

Phone: (b) (6)

Email: (b) (6) @americandefense.com

Military Retirement Date: 1 July 2000

Rank/Rate: Captain (O-6)

SSN (last four digits): XXX-XX-(b) (6)

Location of proposed employment: Primarily Washington, D.C. with possible travel to Greece and U.S. manufacturing facilities.

- 1. Who is your proposed employer and how are they connected to a foreign government?** Intertech Advanced Technologies LLC, a Delaware based private held company that intends to market consulting services to the Hellenic Ministry of National Defense (Greek Ministry of Defense).
- 2. What is your proposed job title?** Consultant. My role would be to provide consulting services to Intertech but would likely include participation in discussions with Ministry officials to identify and evaluate the feasibility of potential U.S. manufacturers interest in pursuing foreign military equipment sales.
- 3. What will your job duties involve? If a job description is available, please attach. No job description is available.** My duties would be to identify potential candidate U.S. companies and assist in the development of related strategies to engage those companies to determine their willingness to pursue lawfully authorized military and commercial sales.
- 4. Will you be paid for duties performed?** I will be compensated for the consulting services I provide. I do not know the amount or type of the compensation nor the period of performance. My compensation would be provided by Intertech but because of the nature of the work and collaboration with the foreign government entity, I feel it is prudent to seek Foreign Government Employment approval. Intertech will be compensated by the Greek government to my understanding.
- 5. Are you a U.S. citizen?** Yes.
- 6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?** No.
- 7. What is the highest U.S. security clearance that you have held?** Top Secret SCI.

8. What is the highest level of classified material to which you have been granted access? **Top Secret SCI while on active duty.**

9. Have you had access to Special Access Programs? **Yes.**

10. Will you be working with classified information as part of your foreign employment? **No.**

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? **Yes, my last active duty assignment was as a policy advisor to the Secretary of Defense for several European countries including Greece.**

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? **Yes, in the role of policy advisor, I assisted in numerous bilateral issues between our nation and European countries including FMS sales, basing issues and Embassy/ Department of State coordination matters.**

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? **While on active duty I was exposed to classified technical data and other information. My initial employment upon retirement was with Boeing and Northrup Grumman, and in the course of my activities which focused on International business development, some general low level classified material might have been available. I did in previous employment seek and receive export licenses for some products. I have had no access to any such information for nearly 10 years. Also, my current employer has never applied for or received export license for the defense services.**

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

15 June 2015

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

(b) (6)



15 June 2015

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress), section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *852 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	DATE 16 Jun 2015	SOCIAL SECURITY NUMBER (See Notice below) (b) (6)
PROV. DE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY TH (b) (6)		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE (b) (6)	DATE 16 Jun 2015	SIGNATURE	DATE
NAME AND ADDRESS (Type or print) (b) (6) 1100 NY Ave NW Ste 630 W Washington DC. 20005		NAME AND ADDRESS (Type or print)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

NOTICE The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996) Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



United States Department of State

Washington, D.C. 20520

OCT 16 2015

UNCLASSIFIED

Captain (b) (6) [REDACTED]
Bureau of Naval Personnel
Office of Legal Counsel
Washington, DC 20370-50

Dear Captain (b) (6) [REDACTED]:

The Department of State acknowledges receipt of your letter conveying the Chief of Naval Personnel's (as the delegate of the Secretary of the Navy) approval of a request by Captain (b) (6) [REDACTED] (USN, Retired; XXX-XX-(b) (6)) to accept employment with Intertech Advanced Technologies, LLC. It is our understanding that while employed, Captain (b) (6) [REDACTED] may provide consulting services for Intertech to the Hellenic Ministry of National Defense.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b) (6) [REDACTED]

(b) (6) [REDACTED]
Deputy Director
Office of International Security Operations

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